

**Richmond Metropolitan Authority
INVITATION FOR BID**

Issue Date: June 10, 2021

Title: Landscape Development and Maintenance Services on As Needed Basis

Issuing Agency: Richmond Metropolitan Authority
919 East Main Street, Suite 600
Richmond, VA 23219

Period of Contract: From: Upon Award through June 30, 20124 (with the option to renew for three (3) additional one (1) year periods).

Sealed Bids will be received by the Authority, 901 E. Bryd Street, Suite 1120, Richmond, VA 23219 until Thursday, June 24, 2021 at 12:00 p.m. local time. Sealed bids received after this time will be returned to the vendor unopened. All sealed bids shall be clearly marked “LANDSCAPE – 2021 On-Call Proposal”. All bid will be opened publicly at this time via Zoom, using the following link: <https://us02web.zoom.us/j/87294615956?pwd=NjU0OWpzbjI4TjRqYlF0UzcxeG4wUT09>

All Inquiries should be directed to: Paula Watson at Paula.Watson@rmtaonline.org or Theresa Simmons at Theresa.Simmons@rmtaonline.org

In Compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated herein.

Virginia Contractor Class A License No. _____

Firm Name: _____

Firm Address: _____

Phone: _____

Fax: _____

Signature: _____ Date: _____

Name Printed: _____

Title: _____

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

A MANDATORY PRE BID MEETING will be held virtually via Zoom at 9:00 a.m. local time, on Thursday, June 17, 2021. Please register in advance for the meeting using the following link: <https://us02web.zoom.us/meeting/register/tZAqf-yuqj4rGtxhCJZEPoKKjfZUkxCrNmPW>.

After registering, you will receive a confirmation email containing information about joining the meeting. A role call will be performed at the beginning of the mandatory pre-bid meeting to document attendance, and to be eligible to submit a bid. No one will be admitted after 9:10 a.m. Refer to Section III.

I. Purpose:

The intent and purpose of this Invitation for Bid (IFB) is to establish a time and materials contract with up to five (5) qualified landscaping contractors to provide on-call landscaping development and maintenance on an as-needed basis for facilities presently owned/operated or as later may be acquired by the Authority. **The Authority does not guarantee or warrant that any selected firm will receive any particular volume or dollar value of work hereunder.**

II. Scope of Work:

A. General Requirements:

1. Contractor shall furnish on-call landscaping development and maintenance services (including all necessary labor, supervision, materials and equipment) on an “as-needed” basis in accordance with the terms and conditions and specifications set forth herein.
2. Projects executed against this contract shall not exceed \$60,000, on a cumulative basis, for any one fiscal year.
3. Examples of the type of services are as follows, but are not limited to:
 - a. Pruning and Trimming Trees & Shrubs
 - b. Tree Removal & Stump Grinding
 - c. Landscape Development
 - d. Landscape Maintenance
 - e. Construction Stormwater Runoff Control
 - f. Other Emergency Clean-up Services

B. Contractor Requirements:

1. All Contractors’ personnel shall wear ID badges (visible at all times), provided by the Engineer, while on Authority’s property. In addition to the Contractor’s own safety policies, Contractors’ personnel will be required to wear reflective safety vest at all times. There are certain areas in the Authority’s facilities that are designated as “Restricted”. If entry into these areas is required, an authorized escort will be assigned to accompany Contractors’ personnel until the work is complete.
2. The Contractor shall provide a sufficient number of qualified supervisors to physically inspect, monitor, and supervise the Contractor’s employees, ensuring adherence to the work schedule and quality of work. The supervisor shall be able to speak and read English fluently. It will be required that this person report to the Authority’s Engineering Technician (“Engineer”) daily when work is being

performed under this contract. This person shall also carry a cell phone, the number of which will be provided to the Engineer.

3. The Contractor shall be responsible for the conduct and performance of their employees while also adhering to the following:
 - a) Contractor's personnel appearing to be under the influence of alcohol or drugs shall not be permitted on Authority property.
 - b) No loud, boisterous or rude conduct shall be permitted.
 - c) Contractor's employees shall not use or tamper with office machines, equipment and Authority's employee's personal property at any time.
 - d) Contractor's employees shall not use Authority's telephones or computers at any time.
 - e) No smoking inside buildings.
 - f) Neither radios, portable music sources nor the use of Authority's televisions shall be permitted.
4. Unauthorized Personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under this contract.
5. Contractor foreman, or employee who is directly responsible for placing any maintenance of traffic devices, shall be properly trained. The minimum training required for this contract is the "Basic WZTCT" course. This is a one-day course designed by VDOT. For more information on the course, see the following: <http://www.vdot.virginia.gov/business/trafficeng-WZS.asp>
6. The Contractor must have a trained employee on-site at all times during the setting up and removal of any traffic control devices. In addition, a trained employee must be on-site at all times when any work inside a work zone requiring a lane closure in on-going.

C. Procedures for Normal Working Hours Service Calls:

1. Requests for services shall originate from and shall be coordinated by the Engineer or his appointed designee. Normal business hours shall be from 8:00 AM to 5:00 PM, Monday through Friday.

D. Procedures for Project Work:

1. The Authority may request the Contractor to provide a written estimate and methodology to perform work prior to commencing certain projects. The Contractor shall visit the designated work site, and receive a description of the work be requested. The Contractor then has 5 working days to provide the Authority with a binding written proposal indicating the cost, scope and schedule to complete the work. This proposal shall be provided at no cost to the Authority.
2. Upon review, the Authority may elect to accept the proposal as issued, request a modification to the proposal or reject the proposal. If the Authority elects to perform the work, the Contractor will be issued a written Notice to Proceed along with a purchase order which will include the cost and schedule to perform the work. The Contractor's

compensation for the work will not exceed the cost identified in the purchase order.

E. Contractor Responsibilities:

1. The Contractor shall be responsible for providing the appropriate tools equipment, and skilled personnel required to accomplish the work and for adequately supervising them during the performance of the task to assure that the work is accomplished in compliance with all applicable laws, ordinances, rules, regulations and codes, including OSHA requirements, and the Virginia Uniform Statewide Building Code in effect during the contract period.
2. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules regulations and codes and are compatible with pre-existing materials, equipment and systems of facilities involved.
3. All litter and debris shall be disposed of at the expense of the Contractor.
4. The Contractor shall provide MSDS sheets for all fertilizers, herbicides and pesticides used on the Authority's property.

F. Use of Premises:

1. The Contractor shall maintain the worksite in an orderly fashion that permits the Authority's operations to continue as unencumbered as possible.
2. The Contractor shall be responsible for repairing or replacing any work damaged by his operation, to the satisfaction of the Authority and solely at the Contractor's expense, within five (5) working days after notification by the Engineer of damages found to any work at the site.
3. It shall be the responsibility of the Contractor to report to the Engineer any damages found prior to any work at the site.

G. Record of Service:

1. The Contractor shall provide an invoice for payment upon the completion of each service call. Each invoice shall include the following:
 - a. Actual productive hours worked for each worker and type of worker (Arborist, Supervisor or Employee).
 - b. Description of work performed
 - c. Complete list of material/parts used along with actual costs to the Contractor
2. All material and parts selected by the Contractor are subject to approval by the Engineer prior to application.
3. The Authority will allow a 10% markup on materials and parts required to perform the work. The Contractor shall break out and show actual costs to the Contractor for the materials and parts on each invoice prior to the application of the allowed markup.
4. The Authority reserves the right to provide materials and/or parts.

III. Mandatory Pre-Bid Conference:

A MANDATORY PRE_BID MEETING will be held virtually via Zoom at 9:00 a.m. local time, on Thursday, June 17, 2021. **Please register in advance for the meeting using the following link:**

<https://us02web.zoom.us/meeting/register/tZAqfyuqj4rGtxhCJZEPoKKjfZUkxCrNmPW>.

After registering, you will receive a confirmation email containing information about joining the meeting. A role call will be performed at the beginning of the mandatory pre-bid meeting to document attendance, and to be eligible to submit a bid. No one will be admitted after 9:10 a.m.

IV. General Terms & Conditions:

Please refer to Attachment A of this solicitation for General Terms & Conditions.

V. Special Terms & Conditions:

- A. Asbestos:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present; he shall stop the work immediately, secure the area, notify the Engineer and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces by shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- B. Audit:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Authority, whichever is sooner. The Authority shall have full access to and the right to examine any of said materials during said period.
- C. Award:** The Authority reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s), up to three (3), meeting the requirements of the solicitation. The Authority reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Authority also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Authority to be in its best interest.
- D. Bid Acceptance Period:** Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. Bid Prices:** The labor rates specified by the bidder shall include profit and all such direct and indirect overhead costs such as transportation, general and administrative cost, insurance etc. Labor hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition,

handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and must be included in the rates bid for service. When estimates of cost are requested, these are not to be charged directly but must be included in the basic labor rate bid amounts as overhead.

F. Cancellation of Contract: Either party reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the other. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. Contractor Registration: To be a bidder on this contract, the Contractor shall be licensed as a “Class A Contractor” by the State Board of Contractors.

Licensed Class A Virginia Contractor No. _____

H. Indemnification: The Contractor shall indemnify and hold harmless Richmond Metropolitan Authority, and all officers, directors and employees of the named entity, (individually and collectively), from any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property resulting from activity arising out of this contract; and shall, at its own cost and expense, defend any and all suits which may be brought against such parties, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against such parties in any such action or actions, provided, such indemnity shall not extend to the negligence of such parties and, provided, further, that such parties shall give the Richmond Metropolitan Authority written notice of any such claim or demand.

I. Permits: The Contractor shall be responsible to obtain all necessary permits for work directed under this contract. Payment for such will be made on the basis of invoiced/billed cost to the Contractor. Furthermore, the Contractor shall comply with all applicable federal, state and local laws, codes and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.

J. Renewal of Contract: The initial term of this contract will be for three (3) years from the date of acceptance and will include up to three (3) successive one (1) year options, as determined solely by the Authority. Increases to hourly rates will be allowed at each anniversary of the contract acceptance date at a rate not to exceed the CPI-U (South Urban) as stated for the prior 12 months by the Federal Bureau of Labor and Statistics.

K. Subcontracts: No portion of the work shall be subcontracted.

L. Warranty of Materials and Workmanship: The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest

quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective.

M. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Authority's satisfaction at the contractor's expense.

N. Work Estimates (Time and Materials Contracts): Under this time and material contract, the Contractor shall furnish the agency with a nonbinding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) with the application of a 10% markup. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the Contractor to re-evaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A purchase order will be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract.

O. Work Site Use: The Contractor expressly undertakes the following:

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the Authority's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
5. Vehicle parking shall be permitted in designated areas as approved by the Engineer.

VI. Method of Payment:

Payment will be made, Net 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The Authority reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modification thereto. Invoices are to be received within 30 days from date services were rendered. The Contractor will be paid on the basis of invoices submitted. All invoices shall be forwarded to the Director of Finance, Richmond Metropolitan Authority, 919 East Main Street, Suite 600, Richmond, Virginia, 23219. All invoices shall be accompanied with a copy of the Contractor's paid invoices for materials.

VII. Bid Evaluation Procedures: The lowest responsible bid will be determined by multiplying the estimated usage of each category of the Pricing Schedule times the bid labor rates to arrive at a grand total.

NOTE: THE BIDDER IS NOT TO FILL IN THESE BLANKS. THIS EXAMPLE IS ONLY INTENDED TO SHOW THE PROCEDURE TO BE USED. Please note, estimated usage shown is specific to the example and not the proposal calculation.

Category	Estimated Usage		Labor Hour Rate Cost	Total
Arborist/Landscape Designer Normal Hours	20	x	=	
Arborist/Landscape Designer Emergency After Hours	20	x	=	
Lead Supervisor Normal Hours	20	x	=	
Lead Supervisor Emergency After Hours	20	x	=	
Employee Normal Hours	20	x	=	
Employee Emergency After Hours	20	x	=	
			Grand Total	= _____

Parts and materials shall be billed at Contractor’s actual invoiced cost + 10% markup.

VIII. Submissions: The Contractor shall supply the following documentation with its bid. Failure to provide required information will render a bid **non-responsive**. The Authority reserves the right to obtain technical data and to request clarification when deemed necessary.

1. Page One of solicitation to include signature and vendor information
2. Pricing Schedule with labor hourly rates
3. Contractor Data Sheet (Attachment B), with at least ten (10) years experience, listing four references

IX. Attachments:

- A. General Terms & Conditions
- B. Contractor Data Sheet
- C. Facilities Map

X. Pricing Schedule: BIDDER TO COMPLETE.

The Bidder agrees to provide services in compliance with the Scope of Work and Terms and Conditions of this Invitation for Bid at firm hourly rates for each type of worker as follows: **Failure to complete any of the hourly rates listed below will be cause for rejection of bid (via a nonresponsive determination). Any bidder who enters \$0 on a pricing blank or leaves it blank shall be considered non-responsive.**

	<u>Category</u>	<u>Rate</u>
1.	(a) Arborist/Landscape Designer	
	Normal Hours	\$ _____ /hour
	(b) Arborist/Landscape Designer	
	Emergency After Hours	\$ _____ /hour
2.	(a) Lead Supervisor	
	Normal Hours	\$ _____ /hour
	(b) Lead Supervisor	
	Emergency After Hours	\$ _____ /hour
3.	(a) Employee	
	Normal Hours	\$ _____ /hour
	(c) Employee	
	Emergency After Hours	\$ _____ /hour

Parts and materials shall be billed at Contractor's actual invoiced cost + 10% markup.

ATTACHMENT A

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1 E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- G. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - b. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - c. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Authority will promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-43.63).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Authority, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Authority.

H. **PRECEDENCE OF TERMS:** Paragraphs A-G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

I. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Authority further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Authority that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

J. **TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

K. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Authority.

L. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor will be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

M. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Authority may have.

N. **TAXES:** Sales to the Authority are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Authority's tax exemption registration number is 54-0804452.

O. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand,

make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Authority to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- P. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. In addition, the Contractor shall present an insurance certificate showing the Richmond Metropolitan Authority named as an additional insured for the Commercial General Liability and Excess/Umbrella Liability coverage.

INSURANCE COVERAGES AND LIMITS REQUIRED:

Worker's Compensation –

Statutory Virginia Limits

Employer's Liability - \$100,000 for each Accident by employee

\$100,000 for each Disease by employee

\$500,000 policy limit by Disease

Commercial General Liability – Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 General Liability – Products/Completed Operations and Garagekeeper's Liability

\$1,000,000 Personal and Advertising injury

\$100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

ATTACHMENT C

**CONTRACTOR DATA SHEET
To Be Completed By Contractor**

1. **QUALIFICATION OF CONTRACTOR:** The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
Licensed Class A Virginia Contractor No. _____

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing
this type of service: _____ years _____ months.

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references, either commercial or governmental, for whom you have provided this type of service. Include the additional information as well:
 - Project Name
 - Site Contact
 - Site Contact phone and email
 - Project Address
 - Project Scope
 - Project Cost

ATTACHMENT C

